

1882-043 Chancery Causes: Gdn. of Charles Tinsley vs. Charles Tinsley, infnt & Lee Co.

McNeil, McNeil, Messer, McDonald, Crabtree, Scott, Morgan, Henson

CA Estate Dispute
T-Property

To the Honorable John A. Kelly Judge
of the Circuit Court of Lee County:

The Bill of Complaint of Alexander C.
Mitze Guardian of Charles Tinsley re-
spectfully represents to Your Honor that one
William E. N. Mark of Knox County Ken-
tucky was the owner of a tract or parcel
of land lying and being on the main
Cumberland Gap road, about eight miles
west of Jonesville in Lee County Virginia,
known as the Burnett and Scott land, and
which contained about 120 or 125 acres more
or less; which tract of land is more fully
described in the deeds herewith filed.

Your Orator will here state that the said
William E. N. Mark had extensive real and
personal estates in Knox County Kentucky
where he last resided and in Lee County
Virginia where he formerly resided all
of which he disposed of by last will and
testament to his wife and children and
then departed this life the said last will
and testament being duly admitted to
record in the County Court Clerks office
in Lee County Virginia as well as in the
proper Court Clerks office in Kentucky.

Your Orator alleges that by his said
Last will and testament the said

William E. N. Mark deceased among other things bequeathed to One James P. Tinsley and one Emily Tinsley his wife who were the son-in-law and daughter of Said William E. N. Mark the Said Tract of land known as the Burnett and Scott land all of which will appear by an extract of Said Will & Testament herewith filed.

Your Orator alleges that upon the death of Said William E. N. Mark the Said James P. Tinsley and Emily his wife become the joint owners of the Said Tract of land under and by virtue of Said last will and testament.

Your Orator will further state that about three months after the Said William E. N. Marks death the Said James P. Tinsley also departed this life intestate leaving an infant son by his wife Emily Tinsley whose name is Charles Tinsley who is under fourteen years of age and who is your Orator's ward.

Your Orator alleges that upon the death of the Said James P. Tinsley intestate, his undivided half in Said Tract of land become vested in his infant heir Charles Tinsley subject however to his widow Emily Tinsley's right of dower therein.

Extract from William E. Marks Will,

Eighth, 8th, I will and bequeath to my
son-in-law James P. Tinsley & Emily his
wife a certain tract or parcel of land
lying being situated in the County of Lee
& State of Virginia, immediately upon the
main State road known as the Burnett
& Scott land to them and their heirs
forever.

A. C. McNeil Guardian ^{for}
vs. Extract from
W. E. N. Marks will
Charles Finley & others

Your Orator will further State that Since the death of Said James P. Tinsley his widow Emily has intermarried with one Sion Messer and they with her son Charles all reside in County Ky. the Said tract of land is therefore now owned by Emily Messer and her husband Sion Messer and your Orators ward, the Said Ward owning one undivided half of Said tract Subject to the Said Emily Messers Right of Dower as aforesaid.

Your Orator alleges that he thinks and believes that the interest of his ward Charles Tinsley will be promoted by a Sale of his interest in Said land and by a Sale of the ^{Said} tract of land in which he is interested with the Said Sion Messer and Emily his wife and to Show the propriety of Said Sale Your Orator will here State the following facts. The Said infant ward has no other interest in any real estate in Virginia known to ^{your orator} except his undivided interest in Said tract of land, and Your Orator does not know of any personal estate or interest in personal estate belonging to his ward excepting probably a small amount of rents and profits due for the use and occupation of his part of Said tract of land.

The Said Sion Messer and his wife Emily with her infant Son Charles reside in ~~the~~ County Kentucky and there is no probability of them or either of them removing to the Said Tract of land or near it so as to use and occupy it themselves. The interest on the money for which the land can be sold will be of more intrinsic value ^{to his wards} than the rents & profits derived from such tenants as would lease the same taking into consideration the waste and deterioration on the same. The Said Tract of land is that quality of land that would become impoverished in the hands of tenants who had no permanent interest therein. The money for which your orator's wards interest can be sold can be invested to the better interest of his ward at other places where the ward may reside.

Your Orator will further state that the widow of William E. N. Mark deceased is not entitled to Dower in Said land because she is provided for in the will of her ^{late} husband and has not and will not renounce the same, but is satisfied with what the will gives her, in lieu of Dower.

Your Orator further alleges that in case his ward Charles Tinsley was to die without issue ^{his interest in} the said real estate having been derived by descent from his father James P. Tinsley deceased the same would descend and pass to his kindred on the side of his father James P. Tinsley from whom it was so derived and your Orator will here state that the said Charles Tinsley's kindred on the side ^{his father} of James P. Tinsley deceased are as follows to wit: William M. Tinsley who is the father of the said James P. Tinsley deceased and who is the grand father of the infant ward Charles Tinsley and who would be the heir and distributee of the said infant Charles Tinsley if he were dead, and your orator claims that the interest of the said William M. Tinsley in case he should have any would also be promoted by a sale of said infants part of the said tract of land.

Your orator alleges that the said Lion Messer and Emily Messer his wife and the infant Charles Tinsley and the said William M. Tinsley who is the grandfather of the said infant and who under the laws of Virginia would be said infants heir and distributee ~~are all~~ if he were dead are all nonresidents of the State of Virginia and live in Kentucky.

Now the object of this Bill is to Sell the
Said Charles Tinsley's interest in the Said tract
of land and to Sell the entire tract of
land pursuant to the provisions of Chapter
124 of the Code of Virginia Edition of
1873.

Your Orator being without a remedy at
law and relievable only in a Court of
Chancery his prayer therefore is that the
Said ^{infant ward} Charles Tinsley and Sion Messer and
Emily Messer his wife and the kindred
of the Said Charles Tinsley on the side of
the Said James P. Tinsley to wit the Said
William M. Tinsley who is the father of the
Said James P. Tinsley deceased and the Grandfather
of the infant Charles Tinsley be all made the parties
Defendants to this Bill and that they all be
Summoned and required to answer the several
allegations of this Bill upon their oaths and
that an order of publication be duly made
posted and published ^{against} all the Defendants who
are each and all of them nonresidents and
they be all

be all Summoned and required to answer
the allegations of this bill upon their
oaths and that an order of publication
be duly made posted and published a-
gainst all the Defendants they each
and all of them being nonresidents
of the State of Virginia and that a
Guardian ad litem be appointed to
appear answer and defend for the
infant Charles Tinsley and

And that upon a final hearing of Said
Cause that your Honor will decree a
Sale of Said Tract of land or at
least the Said Charles Tinsley's interest
therein and that your Honor will grant
Such further other and General relief as
may be Consistent with equity and Justice
and best Suited to his Case and to the best
interest of his ward. May the Common-
wealths writ of Spa. & order of publi-
cation issue Directed &c.

David Miller for Complt.

Virginia Lee County to wit:

This day Alexander C. McNeil Guardian for Charles Tinsley and Complainant in this suit personally appeared before me the undersigned Clerk of the Circuit and County Courts of Said County and made oath in due form of Law that the facts and allegations contained in the within Bill in Chancery are true to the best of his knowledge information and belief given under my hand this the 7th day of February 1876.

James W. Orr. Clerk.

Alexander C. McNeil
Guardian for
vs. Bill in Chy.

Charles Tinsley and others

1876 Feb. Bill Filed, Chancery
and in Chancery

" 1877 D. V. Court & Court

" 1877 Mary Court

" 1877 James G. P. & Court

" 1877 July Court for O. P.

" 1877 Aug. C. P. Court for App. & App.

" 1877 Aug. C. P. Court for App. & App.

" 1877 Aug. C. P. Court for App. & App.

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6 6.00
2 15.00
20.00
10.00
10.00
2.50
2.50
5.00

\$ 27.33
Court 75
\$ 38.08
\$ 5.00 Estimate
43.08
6.66 to pay 1877
3.24 to July 1877
\$ 46.93
\$ 48.91

6th 50.8

To the Honorable John Q. Kelly Judge of the Circuit
Court of Leno County

The answer of Charles Linsley infant
son and heir of James P. Linsley decd. now 14
years of age by Wm. Orr his guardian ad litem
to the bill filed in the circuit Court of Leno County
vs him and others by his guardian Alexander C.
McNeil and for answer thereto the defendant by Wm. A.
Orr his guardian ad litem says that he reserves now
and hereafter all just and proper exceptions to
the complainant's bill and for further answer
thereto the defendant further says that he is an
infant now 14 years of age and was born in
the State of Kentucky and never lived in the
State of Virginia and therefore of his own
knowledge knows nothing of the facts of
the case but he is informed and believes that
he has and is entitled to one undivided
half of the tract of land in the bill men-
tioned subject to the dower of his mother
Emily Messer who was the widow of
his father James P. Linsley decd. And
he further states that there is no probability
of him or his mother or any one
connected with him living on or
using or occupying the said land
and if the said land could be sold
for a fair price and the money put

out an interest or interest in land in Kentucky is avoided as to his interest that it should be done. But the said infant being an infant under the age of 14 years old and personally having no knowledge of the facts and circumstances of this case he asks that the court require the plaintiff in this cause to proceed according to the strict rules of equity and justice and that the court require the said interest of him the said Charles Linsley in the land in the bill mentioned to bring its full value in cash or sale is decreed and the said infant further asks the court as the court of Chancery is the peculiar guardian and protector of the rights of infants to protect the said Charles Linsley's rights in this cause. Having answered as fully as is admissible he prays that the Complainant's bill be dismissed with costs.

Charles Linsley
by Mr. A. Orr
Guardians ad litem.

Sworn to before me Feb. 7th 1880.
John R. Gibson D.C.

A. C. McKim Guaranty Co

vs } Ans. D. A. L.

Chas. Linsley et al

Filed at Aug. 10th 1876.

John R. Gibson Clk

A. L. McNeil Guard & Off }
vs. } In Chy
Charles Tinsley & al } Dft

This cause came on again to be finally heard, on the papers heretofore read in the cause, and the report of Special Court Henry J. Morgan showing the execution of the deed ordered by a former decree in the cause, and was argued by counsel.

On consideration thereof, the said report being accepted to, it is adjudged ordered and decreed that said report and the deed of conveyance therewith filed, be and the same are hereby confirmed, and the clerk of this court, will deliver said deed to the clerk of the county court to have him recorded.

And no further action being necessary in this cause the same is stricken from the docket.

Alb. McKail

is { Decree Final

Chas. Tinsley

Entered page 260

J. A. Hyatt
clerk

Enter
In. A. H.
apl 5/82

A. B. McKil guard &c. Peff }
vs. Charles Tinsley & al Defts. }

This cause came on again to be further heard on the papers formerly read, and the assignment in writing of Andrew Myers by which he transfers his purchase of the ^{land} sold in this cause to James D. Morgan and marked (A.B.) the report of Commissioner David Miller marked (A.B.) and the report of the plaintiff filed in the cause marked A.D. and was argued by counsel. On consideration of all which the said two reports of Comr. Miller and said McKil are hereby confirmed the same being reaccepted to, and its appearing from said Assignment (A.B.) that Andrew Myers the purchaser of the land heretofore sold in this ^{cause} by Comr. Miller had transferred this land so purchased to James D. Morgan and that the latter had paid to A. B. McKil the purchase money & is therefore entitled to a conveyance of the land instead of said Myers. It is therefore further adjudged ordered & decreed that so much of the decree entered in this cause on the 7th day of Sept^r 1877, as directs said Miller to convey said ^{land} to said Andrew Myers, is hereby reversed and set aside and instead thereof Henry J. Morgan is hereby appointed a commissioner who is directed to convey ^{with covenants of special warranty} by proper deed to said James D. Morgan the land heretofore sold in this cause the same being the undivided interest of Charles Tinsley in the tract of land in the bill & proceedings mentioned, said Comr. will report his action to the court at the present term till which time the cause is continued.

Al. McKil guards.

as } Dacree

Charles Tinsley

Entered Pages 253+4

J. A. Hyatt
Clerk

Enki

J. A. K.

Apr 4/82

A. C. McNeill Guardian & C. Plff } Decree
against
Charles Tinsley & others Defts }

This Cause came on this day to be heard upon the papers formerly read in the Cause and the report of Sale and Supplemental reports thereto of David Miller ^{the Commissioner} and was argued by Counsel and it appearing that said reports had been filed in the Clerk's office for more than 30 days before this term of the Court and no exceptions having been filed thereto the same are approved and confirmed on consideration of which the Court hereby orders David Miller the Commissioner to execute a deed of Conveyance to the purchaser Andrew Myers and he will return the same to this Court and he will pay out the costs of this suit to the parties entitled thereto and he will deliver the bond of One hundred ^{and fifty} Dollars executed by the purchaser to the plaintiff who shall account for the same as Guardian for the infant Defendant Charles Tinsley & ~~the~~ Cause is continued. Said bond being executed and dated on the 6th day of November 1876 and bearing interest from date but before the Plaintiff A. C. McNeill shall receive said bond he shall first execute and file in this Cause his bond with good secu-

approved by this Court
rity ~~payable to~~ in the penalty of Three
Hundred Dollars payable to the said Charles
Tinsley his ward Conditioned to faithfully
account to him for the same as his guardian
and the Cause is Continued

At G. McNeil Guardian

Decree

Charles Tinsley & others

Continued page 683 & 684

James W. Orrell

Continued

page 684

Apr 7/77

Alexander C. McNeil Guardian H. Pff.

Against
Charles Insley & others Defts.

} Decree for Sale

This Cause came on this day to be heard upon the Complainant's bill and the exhibits filed therewith and the answer of ^{Charles Insley} the infant Defendant by William H. Orr his Guardian ad litem and the Depositions of witnesses and it appearing to the Court that all the Defendants had been served with process by an order of Publication having been duly made posted and published against them they all being nonresidents and that this Cause has been regularly matured at rules & set for hearing by Complainant, and it further appearing to the Court ~~that~~ ^{from the evidence filed in this Cause} that the infant Defendant Charles Insley's interest will be promoted by a Sale of the said infant's interest in the tract of land in the bill mentioned,

The Court hereby appoints David Miller a Special Commissioner whose duty it shall be to sell at public outcry to the highest bidder the said Charles Insley's undivided half of the tract of land in the bill mentioned known as

the Burnet or Scott land which lies about
eight miles west of Jonesville on the main
road in Lee County. Said undivided half
to be sold Subject to the Defendant Emily
Messers' Dower. But before proceeding to
sell said interest in said land he will
post notices of the time place and terms
of Sale at the front door of Lee Courthouse
and two or more other public places in said
County, ^{for four weeks before the day of Sale} and before selling he will execute
a bond in the penalty of \$500. Conditioned
according to law. He will require
the Costs of this Suit and the expenses of
selling in Cash and for the residue
he will take a bond with good Security
due twelve Months after date and
bearing interest from date and he
will report to this Court at next term and
the Cause is Continued

Alexander C. McNeill
Guardian &c.

W. H. Secree for Sale

Charles Shubley Notary

Customs & Border
Book Aug 26 1874

John H. Connelley

Emile

J. S. A. N.

Apr 27 '76

Alexander C. McNeil guardian & C. Plff.	} Interrogatories
against	
Charles Tinsley & others	Defts } Agreed on.

- 1 Question by plaintiff. Please State whether or not you are acquainted with the tract of land in the bill mentioned known as the Burnett or Scott land which lies on the main road about eight miles west of Jonesville in Lee County Va. and if ^{so} State how much land there is what kind of land it is how much is it worth per acre and whether said land is easily injured by careless cultivation and easily improved and where the infant resides and where his mother and relatives reside and any other facts and circumstances in your knowledge with regard to the value of the said tract of land and and as to the promotion of the infant Defendants interests with regard to the same.
- 2 Question by plaintiff. Please State whether or not the rights of any person would be violated by a sale of the infant Defendants interest in the said tract of land and whether or not it is probable that the infant defendant or his parents or relatives would any of them ever occupy said tract of land and also State the condition of the said land as to water and timber and whether or not there

is or will be any thing that will enhance the value of the land and whether or not there is any minerals of any value on the land.

- 3 Question by Plaintiff. Please State ~~State~~ if you can what the said tract of land ^{has} been renting for since these parties have owned it and what you think would be a fair cash rent for it for money down and what would be a fair rent for it in money to be paid at the end of the year, and also State the Condition of the fencing & buildings and also State any thing else within your knowledge bearing upon this case?

Alexander C. McNeil Guardian &c.

By his Atty David Miller,

Virginia Lee County to wit;

I the undersigned Guardian ad litem for Charles Tinsley an infant Defendant under 14 years of age in the Suit in Chancery now pending in the Circuit Court of Lee County between A. C. McNeil Guardian &c. against him the said infant and others defendants, do hereby agree that as I cannot be present, the Depositions ^{to be} taken in this Cause may be taken on the foregoing interrogatories which are agreed on between us and I hereby waive any notice as to the taking of said Depositions. This the 24th day of March 1876. Wm. T. Orr

Guardian ad litem.

The Depositions of George W. McDonald Smith
Crosby Nathaniel M. Scott Benedict M.
Morgan and A. P. Hanson taken upon inter-
rogatories agreed on between A. C. McNeil
Guardian ~~of~~ of Charles Tinsley and Wm. A. Orr his
guardian ad litem which depositions were taken
at the Store of Benedict Morgan and Co. in Lee County
before Jeremiah Harbor a Justice of the Peace in and
for Lee County Va and intended to be read as
evidence in behalf of said A. C. McNeil guardian
of against his ward Charles Tinsley & others in a Suit
in Chancery pending in the Circuit Court of Lee County,

George W. McDonald a witness of lawful age
being duly sworn according to law deposes
and Says as follows,

I am acquainted with the land in the bill mentioned
known as the Burnett & Scott Land which
lays on the main Road about eight miles west
of Jonesville in Lee County Virginia and I
have known said tract of land for over twenty
years I do not know the quantity but it
is said to be over one hundred acres and
it is what is known as Chestnut ridge land
in this country being on the south side of the
Chestnut ridge and a good part of it is cleared
and is considerable worn and impoverished and
owing to the impoverished condition of the land
and it having no running water on it I think

five Dollars to be a fair cash value for same
for it. The said land is easily improved by
coral cultivation and the said land would in
my judgment depreciate in value in the hands of
tenants the infant defendant Charles Dorisley
and his mother and most of his relatives reside
out of this State and I suppose they reside in
the State of Kentucky. There is no running wa-
ter on the land there is some good timber
on the land. My judgment is that the ^{infant's part} interest
on the money if the land could be sold at a fair
cash price would be of more real value to the
infant Charles Dorisley than his part of the
rents and profit in the hands of tenants.
I am informed that the entire tract has been
renting at Thirty Dollars per year. and my judgment
is that this is a fair rent for it. I do not know
that the rates of any person would be violated
by the sale of the defendant Charles Dorisley
interest in said tract. I do not think it proba-
ble that the infant defendant or his parents
or any of his relatives would ever occupy said
tract of Land. I do not know of any thing
that would enhance the value of the land while it
is used by the present owners there are no min-
erals on it that know of. as before stated I under-
stand the land has been rented for Thirty Dollars
a year but I am informed this is not a cash rent

I think Twenty five dollars in cash down or
Thirty dollars at the end of the year would be
a fair rent for the tract of land the fences
and buildings need considerable repairing there
is considerable briars sprouts & sage grass on the
farm. And further this deponent sayeth
not.

J. W. McDonald

Smith Crabtree another witness of lawful
age being duly Sworn according to law
deposes and Says as follows:

I am also acquainted with the said tract of
land and heard the above deponent ^{of George W. McDonald} recd and
& concur with him substantially as far as
my knowledge extends as to the quality and
value of the said land and the other state-
ments mentioned in the deposition. I was offered
the land at Six Hundred Dollars.

and further this deponent sayeth not.

Smith Crabtree

Nathaniel Mc. Scott another witness of
lawful age being duly Sworn according
to law deposes and Says as follows:

I am well acquainted with the land in
the bill mentioned which is known as
The Burnet and Scott land and which

lies on the main road about 8 miles west of Jonesville in Lee County Virginia and I owned the Said tract of land and lived on it about eight years previous to the year 1863 and as a matter of course my opportunities for knowing Said land and my knowledge of the land is better than most any other persons in the County, and I think the tract contains about 120 or 125 acres. It lies on the South Side of the Chestnut ridge and is not rich land. About 50 acres of the tract is Cleared and the Cleared land is much worn and impoverished and the Cleared land was originally the best part of the tract and one material objection to that quality of land is that when it once becomes worn out and impoverished it is very hard to improve and there is no running water on the land and the well which was dug on the land is very inferior water and sometimes has no water in it all the tract is very much out of repair and to some extent grown up in briars and sprouts, and taking all these things into consideration I am of the opinion and it is my judgment that five dollars per acre is a fair price for the Said tract of land.

It is a kind of land that is easily injured by Careless Cultivation in the hands of tenants who have nothing but a temporary interest in the land and not easily improved.

The infant Defendant Charles Finsley and his mother and most of his relatives do not live in the State of Virginia but I understand they live in Kentucky. The said tract contains about 70 or 75 acres of timbered land and the timber is Common timber but there is ^{no} market in this Country for the timber and I am of the opinion and it is my judgement that if the tract of land could be sold for a fair price and the money put out at interest that considering that the land might be impoverished and materially injured in the hands of tenants the infant Charles Finsley's part of the interest on the money would in the long run be of more real value to him than ~~the~~ his portion of the rents and profits of said land. I do not know that the rights of any persons would be violated by a sale of the infants interest in the land. I do not think that it is probable that the infant or his parents or any of his relatives will ever live on

or occupy the Said tract of land and
may reason for thinking so are that the
parties live in the State of Kentucky
and the infants mother and her husband
have been trying to sell and probably have
sold their interest in Said tract of land.
I do not know of any thing that ever
will enhance the value of the land while
the infant owns an interest in the tract
and I do not know of any minerals being
on the land. I do not know what the
land has been renting for since the death
of William E. N. Mark its late owner but
I am of the opinion and it is my judg-
ment that the land ought to rent at
about 35 or 40 dollars ^{per year} as I think this
is its annual rental value and if put
up at auction it might rent for this sum.
And further this deponent saith not.

N. M. Scott

B. M. Morgan a witness of lawful
age being duly sworn according to
law deposes and Says.

I am tolerably well
acquainted with the land in the bill
mentioned known as the Burnett and
Scott land in Lee County. That I live

within about one mile of The land
I don't know the quantity of land but un-
derstand that there is something over 100 acres
It is what is known as Chestnut ridge land
being on south side of chestnut ridge about
eight miles west of Jonesville a part of
the land is cleared and part in timber.
From my knowledge of the land I think that
from five to six dollars per acre would be a
fair cash value for it. From my knowledge
of the land I think it would be easily injured
from careless cultivation and when injured
it would be hard to improve. I do not know
that any person would be injured by the sale
of the Infant Defendants part of the land. There
is no running water on the land. No market
for timber that is on land I know of nothing
that would enhance the value of the land. I
do not know of any minerals on land
I think from thirty to forty dollars would be
a fair cash rent for the land in its present
condition and further this deponent sayeth not
B. M. Morgan.

A. P. Lawson a witness of lawful age being
duly sworn according to law deposes and
says. I am tolerably well acquainted
the land and would say that in its

present Condition it is worth about five dollars per acre and I think about 30 dollars a year would be a fair rent for the entire Tract. The land is all thin land and the Cleared land is Considerably worn and it is such land as would depreciate materially in the hands of tenants and persons who have no permanent. The land is easily washed into gullies and impoverished and then it is hard to improve this being peculiar to the Chestnut ridge land. It is not probable at present that the infant or his mother will ever occupy the said ^{land}, and my reasons for thinking so are that they live out of the State. From the way the land has been cultivated heretofore as far as my knowledge extends it is my judgment that if the land was sold at a fair price and the money put on interest it would be of more real value to the parties than the rents and profits of the land taking into consideration the impoverishment of land and other things that is if the money was properly secured and further this deponent saith not.

A P Harrison

Virginia Lee County to wit:

The foregoing Depositions of George W. McDonald Smith Crabtree Nathaniel M. Scott Benedict M. Morgan and A. P. Hanson were duly taken sworn to and subscribed to before me at B. M. Morgan and Cos. Store in Lee County Virginia on the 28th day of March 1876 the time and place and for the purposes mentioned in the Caption.

Given under my hand this the 28th day of March 1876.

Jeremiah Harker Jr.

A. C. McNeil
guardian &c.

vs. } Depositions
}

Charles Tinsley & others

Justices fee for 5 hours
taking these Depositions
\$3.75

5 witnesses 50 cts each
\$2.50

Alexander C. McKel. Guardian & Poff

vs.

Charles Tinsley & others

Defts

In Chancery

The deposition of Henry J. Morgan Taken in this cause in the presence of William H. Orr, guardian ad litem for the infant deft, on the 2nd day of September 1876 which is intended to be read as evidence on the part of the plaintiff in the above styled cause, and said Morgan being sworn States, That he is tolerable well acquainted with the land in the bill and proceedings mentioned, that it is what is known as chestnut ridge land in this county, that it is of inferior quality being rather poor, and is of that quality that when once exhausted it is hard to improve. I think five dollars per acre is a full and fair price for the same at this time. The tract is said to consist of about 127 acres, one half of which is owned, or was owned, by the mother of the infant defendant, and the other half is owned by the infant as it is said and this latter half is subject to the dower right of the mother of said infant, and the said tract is undivided and am informed, all these matters being considered I am inclined to think that the interests of the infant would be promoted by a sale of its interest if the proceeds thereof is properly managed.

And further this witness saith not


Henry J. Morgan

The foregoing deposition of Henry J. Morgan, was taken, sworn to and subscribed before me, this Sept 21 1876.

James W. Orr, Esq. in
Chancery.

A. C. McNeill Guard
vs } Depts of H. J. Morgan
3 }
Chas Linsley et als

Filed Sept 2nd 1876.
James W. Orr. cl.

 A.C. McNeil guardian &c. Plaintiff } Commissioners
against } Report
Charles Tinsley & others Defendants } of Sale
Pursuant to a decree of the Circuit
Court of Lee County made and entered in the
above styled Cause the undersigned after
executing bond as required by said decree
and posting notices of the time place and
terms of Sale at the front door of Lee Court-
House and at three other public places in
Lee County ^{for more than four weeks before the day of Sale} as required by said decree proceeded
on the 6th day of November 1876 at the front
door of Lee County that being then and there
County Court day to sell at public outcry
to the highest bidder the said Charles Tinsley
the infant Defendants undivided half of the
tract of land, in the bill mentioned,
known as the Burnet or Scott land decreed
to be sold subject to Emily Messer's dower
and the same was bid off by Andrew Myers
at the price of \$200.00 he being the highest
bidder and he paid me the costs of
the suit in cash including my Commission
^{cost & Commission amounted to} which ~~xxxx~~ \$50.00, and for the residue he
executed to me as Comr. a bond due 12
months after date bearing interest from date
for \$150.00 with Henry J. Morgan as his security
waiving the homestead. All of which is

is hereby respectfully Submitted.

David Miller Commr.

J. C. McNeill Guardian of the

Court, Report

Of Sale

Charles Vinley & others

Filed Nov. 20th 1876.

A. H. Orin, P. D. C.

To the Hon. John A. Kelly Judge of the Circuit

Court of the County of

Since this report was

filed the party who

offered to advance a

legion did say backed

out and I see no

prospect now of get-

ting any more for the

land and I recommend

that the sale be confirmed

and a deed be

ordered to be made to

the purchaser,

David Miller,

Commr.

To the Hon. John A. Kelly Judge of the Circuit Court:
Supplemental Report.

Since I made this Sale and filed my report I have been offered privately a bid of \$250. more than Andrew Myers' bid that is a bid of \$225. and the party making said bid was notified by me that he would have the costs to pay down and he stated that he would do so when his bid was accepted and he stated that if necessary that he would still bid more yet. I consider the bidder responsible and I am of the opinion that ^{more} can be obtained for said land than it was bid off for. Respectfully Submitted
David Miller Commr.

A. C. McNeil guardian & Off. }
vs. } In Chy
Charles Tinsley & al Defts }

To the Hon John A. Kelly Judge of the circuit Court
of Lee County.

The undersigned Special Commissioner begs leave
to report that as directed by a decree entered in this
cause on the 4th day of April 1882 He has made
signed and acknowledged a deed to James D. Morgan
conveying to him the debt Charles Tinsleys interest in
the land in the bill & proceedings mentioned which
deed is herewith filed for your inspection & approval.

Respectfully Submitted

Henry J. Morgan Special Comr.
the 1882

A. C. McNeil Guardian

vs. } Gen. Report of Gen.

Charles Insley & al.

A.B. McKail Guardian & Plff
vs.
Charles Tinsley & al Defts

Whereas On the 6th day of Nov. 1876. I became the purchaser of the undivided half of the tract of land in the bill and proceedings mentioned at the sum of two hundred dollars of which it required \$50.00 to pay the costs of suit and sale leaving the sum of \$150.00 due the infant deft. Charles Tinsley with interest thereon from date of sale and for which sum I became liable to said infant deft. And whereas said infant defendant, by his Guardian in Kentucky - W. L. Tinsley in a chancery suit by him in the Circuit Court of Lee County Va. against A.B. McKail guardian for said Infant in Lee Co Va. has obtained in said last named cause an order or decree of court transferring said sum of \$150.00 with its accruing interest from the state of Virginia to the state of Kentucky where said infant resides and whereas I am wholly unable to pay said sum of money with its accruing interest and James D. Morgan being willing to take said land and to pay said purchase money yet due In consideration thereof I hereby transfer and assign to him my said purchase and hereby authorize and direct the title thereof to said undivided half of said land to be made to said Jas D. Morgan instead of to me as heretofore

directed in this case

Andy. J. Myers

I do solemnly swear that the statements contained in the foregoing writing are substantially true and correct, and that there is and was no collusion whatever between myself and said James D. Morgan in this transaction, that I have not received any profit directly or indirectly thereby, but upon the contrary have lost the sum of fifty dollars, and have made this transfer because I am wholly unable to pay the purchase money, yet does so help me God.

Andy. J. Myers

Sworn to before me the
22nd day of Feb. 1880.

Henry J. Morgan Comt.

Andrew Myers
Assignment to
James D. Morgan

(A.B.)

Alexander C. McNeil Guardian & Plff

vs.

Charles Tinsley & others

Defts

In Ch.

By a decree entered in this cause as the 7th day of Sept. 1877. I was directed to collect from Andrew Myers the purchase money for the land sold in this cause and to make to him a deed of conveyance therefor but neither of these things have I done.

The claim on said Myers for purchase money off \$150.00 with interest from Nov. 6-1876. I turned over to the Plff as the guardian of Charles Tinsley in due county who is perfectly good for the same, and in addition to this he had given good security at the time of his qualification.

I thought it improper to make said deed of conveyance until the purchase money should be paid and hence I did not do so. And as the sequel has proved it is well that I did not do so. for by a paper filed in the cause marked (A13) it appears that said Myers was unable to pay the purchase money and that he transferred his purchase to James D. Morgan who in consideration thereof undertook and as I am informed did pay to the Plff the purchase money, and I am also informed that the plaintiff has paid over said purchase money to the attorney of William L. Tinsley the guardian of said Charles Tinsley in the state of Kentucky and this last payment was made pursuant to a decree or order made in a petition for a transfer of said money now pending in your Honor's court between said Wm. L. Tinsley guardian & vs. A. C. McNeil guardian &c. These being the facts, the said James D. Morgan is now entitled to a deed of conveyance for the land sold in this cause. Respectfully &c. David Miller
comm.

A. C. McNeil guard &c.

as { Report No 2 of D. Miller

Charles Insley

Ab

James Tinsley Father Living
W. M. Tinsley Mother dead
1 Brother living W. M. Tinsley
Married Liza Talor 2 Sisters living
one married George Banbever ^{name} Mary
one James Ingram named Margaret
one Brother ^{and wife} dead George 5 children
2 of age married ^{Barity} Robert green William
married Mattie Horian. under ^{age} James
Maggie Gohier one Sister dead
Married James Ingram Husband
Living and 11 children 4 of age
1 married Mary married W. M. Pardon
Maggie to George Henderson
America to George Pardon.
W. M. William Joeie Leatherman
Lizie Susan James John Peter
Single

Amer.

Will I lost the you gave me and
did not know how to answer it -
but I have give you all the names
and ages so I think you can
answer it for me pleas write
and send it as soon as you get
this for fear it is to late now
we are all well but Alby he
is very sick to night - nothing new
to write Will I want you to
and write for said if you did
not take his offer within 10 day
he would back out want to be
sure not to give it out write
soon Emily Messer

Virginia,

In the clerk's office of the Circuit Court of
Lee County, the 7th day of June 1876.

A. C. McNeil Guardian Plaintiff

against

Charles Linsley et als

Defendants

In Chancery

The object of this suit is to obtain a decree for the
sale of the interest of the said Charles Linsley in the
tract of land in the bill mentioned, and to sell the
entire tract of land in the bill mentioned, And it
appearing from an affidavit filed in the cause,
that the defendants Charles Linsley & Son Messer &
Emily Messer his wife, and Mrs M. Linsley are non-
residents of this State, It is ordered that they appear
here within one month after due publication of this
order, and do what is necessary to protect their in-
terests in this suit.

A Copy

Teste - James W Orr Clerk

A copy of the above order posted at the front door of the
Court house of Lee County, on the first day of July Term 1876.
of Lee County Court.

James W Orr, Clerk.

1-1-1-

A. L. McNeil Guardian

vs Order Publications

Charles Simsley et al

Copy to Lee County Sentinel

The Commonwealth of Virginia:

To The Sheriff of Lee County:—Greeting,

WE COMMAND YOU TO SUMMON *Charles Tinsley an infant*
Son of James P. Tinsley deceased and Sion Messer
and Emily Messer his wife and William M.
Tinsley Sr.

to appear before the Judge of the *Circuit* Court of Lee County, at the Court-house, in the
Clerk's Office, *at February* Rules next, to answer a bill in chancery, ex-
hibited in our said Court against *Thom by Alexand C. McNeil*

Guardian for the infant Charles Tinsley

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the
Court-house, this *10th* day *January*, 1876, in the *100th* year of the Commonwealth.

We the undersigned Defendants named
in the within Summons do hereby accept
the legal Service of the Same and do hereby
further waive all further Summons and
orders of publication against us as to this
Cause. This Feb 2nd 1876.

Teste David Miller,

Zion ^{his} Mettler
mark

Virginia Lee County to wit:

To the Sheriff or any Constable of Lee County:
I hereby Command You to Summons George W.
McDonald, Smith Crabtree, Nathaniel M. Scott

to appear before me at B. M. Morgan & Co's.
Store in Lee County Virginia to on the 28th day
of March 1876 to give evidence by way of Dep-
ositions which Depositions are intended to be
used and read as evidence in behalf of A. C.
McNeil Guardian & C. vs. Charles Tinsley and
others in a Suit in Chancery now pending in
the Circuit Court of Lee County wherein the said
A. C. McNeil as Guardian & C. is plff and the
said Charles Tinsley and others are Defendants.

And this they shall in no wise omit under
the penalty of \$20, given under my hand
this March 25th 1876.

Jeremiah Harkin J. P.

We the undersigned witnesses mentioned the within
Summons do hereby accept the legal Service of the
Same on this the 25th day of March 1876.

G. W. McDonald

South Coalltree

Wm Scott

B. M. Morgan

A. D. Henson

A. C. McNeil
admr. &c.

W. Spaw
~~~~~

Charles Linsley Foster



# The Commonwealth of Virginia,

TO THE SHERIFF OF LEE COUNTY—GREETING:

WE COMMAND YOU TO SUMMON *Charles Tinsley an infant son of*  
*James R. Tinsley deceased and Leon Metter and Emily*  
*Metter his wife and William M. Tinsley Sr.*

to appear before the Judge of the <sup>*Circuit*</sup> ~~County~~ Court of Lee County, at the Court House, in the Clerk's Office, at

*February*  
against *them* by *Alexander C. McNeil* guardian  
for the infant *Charles Tinsley*  
Rules next, to answer a bill in Chancery, exhibited in our said Court

And have then there this writ. WITNESS, JAMES W. ORR, Clerk of our said Court, at the Court House,  
this *10th* day of *January*, 1876, in the *100th* year of the Commonwealth.

*James W. Orr Clerk*  
*A Copy Teste James W. Orr, Clerk.*



Alexander C. McNeil  
Guardian &c.

vs. } Summons in  
} Chancery

Charles Tinsley & others  
To February rules 1896



Positively the Largest Circulation of any Paper in South-West Va.

Office of

# The Lee County Sentinel,

CHARLES WILLOUGHBY, Ed. & Prop.

Jonesville, Va., June 30. 1876.

I hereby certify that the Chancery  
order of A. C. McNeil, guardian  
vs. Charles Tinsley et als, of which  
the annexed is a copy, was printed  
successively four weeks in the Lee Co.  
Sentinel (including today) a weekly  
newspaper published in the  
commonwealth of Virginia.

C. Willoughby.

Ed. Sentinel

**V**IRGINIA.—In the Clerk's office of the  
Circuit Court of Lee county, the 7th day  
of June, 1876.

A. C. McNeil, guardian, Pl'tff. } In  
against } Chancery.  
Charles Tinsley et als, Def't's. }

The object of this suit is to obtain a  
decree for the sale of the interest of the  
said Charles Tinsley in the tract of land  
in the bill mentioned, and to sell the  
entire tract of land in the bill mentioned.  
And it appearing from an affidavit filed in  
the cause, that the defendants Charles  
Tinsley and Sion Messer and Emily Mes-  
ser his wife, and w.m. M. Tinsley are  
non residents of this State. It is ordered  
that they appear here within one month  
after due publication of this order, and  
do what is necessary to protect their in-  
terests in this suit. A copy.

Teste—JAMES W. ORR, Clerk.

June 9-4w p f. \$5. JUNE 24-1876



Pubr. Certificate  
by { A. C. McMillan  
L. C. Smith, Pres. & Sec.